

# IN THE MISSOURI COURT OF APPEALS WESTERN DISTRICT

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## COMPLETE TITLE OF CASE

SHANE S. TAYLOR,

Respondent,

v.

OWNERS INSURANCE COMPANY,

Appellant.

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**DOCKET NUMBER WD79128**

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**DATE:** September 13, 2016

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## APPEAL FROM

The Circuit Court of Buchanan County, Missouri  
The Honorable Daniel F. Kellogg, Judge

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## JUDGES

Division Two: Karen King Mitchell, Presiding Judge, and Cynthia L.  
Martin and Gary D. Witt, Judges

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## ATTORNEYS

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St. Joseph, MO

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**MISSOURI APPELLATE COURT OPINION SUMMARY**  
**MISSOURI COURT OF APPEALS, WESTERN DISTRICT**

is subject to an exclusion limiting coverage to \$25,000 per vehicle. The motions are inextricably intertwined and we review both the grant and denial of summary judgment.

2. The key issue before this court is whether the Policy is ambiguous. When there is ambiguity in an insurance policy, the court must interpret the policy in favor of the insured. Courts will not, however, create ambiguity in an otherwise unambiguous policy. The general rules for interpretation of other contracts apply to insurance contracts as well. The key is whether the contract language is ambiguous or unambiguous. Where insurance policies are unambiguous, they will be enforced as written. Whether an insurance policy is ambiguous is a question of law.
3. Policy language that extends UM coverage only to relatives that do not own an automobile is clear and unambiguous, and not contrary to public policy.
4. Where the coverage section of the UM endorsement provides UM coverage to the named insured shown in the Declarations, as well as “to a relative who does not own an automobile,” and Taylor lives with Mother, but owns no fewer than three automobiles, each of which is insured by policies in Taylor’s name, the Policy unambiguously excludes Taylor from coverage.
5. If the coverage section of the policy explicitly and unambiguously excludes a particular individual or event from coverage, then allegedly ambiguous language located in other subsections, which is used to calculate or to limit the extent of liability, cannot be read to create coverage where none exists. Reading the contract as a whole, the coverage section excludes certain risks from coverage completely while other provisions limit the extent of Owners’s liability when the risk is covered. The provisions used to calculate or limit the extent of Owners’s liability are only relevant when the occurrence is covered by the Policy. Because Taylor was not covered by the Policy, the remaining provisions limiting liability are irrelevant.
6. An exclusion provision in an insurance policy, by definition, excludes risk that would otherwise be covered. Similarly, a limits of liability provision sets a limit to the extent of liability when the risk is covered. A reasonable layperson would not read this exclusionary or limiting language as somehow conferring coverage where it is expressly not provided for in the coverage subsection.
7. Because the two summary judgment motions are based on the same facts and law, no purpose would be served by remand. The trial court erred in failing to grant summary judgment to Owners, and this court enters the judgment the trial court should have entered.

**Opinion by: Karen King Mitchell, Presiding Judge**

September 13, 2016

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THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED.